

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

VISIONET SYSTEMS, INC.	:	
	:	
Plaintiff,	:	
	:	
v.	:	Civil Action
URBAN SETTLEMENT SERVICES, LLC D/B/A	:	No. 2:17-cv-00573-MPK
URBAN LENDING SOLUTIONS, a Pennsylvania	:	
limited liability company	:	
	:	
Defendant.	:	
	:	
	:	

PRETRIAL STATEMENT

The following is a proposed Pretrial Statement filed by Plaintiff, Visionet Systems, Inc. ("Plaintiff"), by and through its undersigned Counsel, Andrew B. Klaber, Esquire and Robert J. Murtaugh, Esquire of Chartwell Law, to be considered at the Final Pretrial Conference on March 5, 2018.

1. Names, addresses and telephone numbers of trial counsel:

Andrew B. Klaber, Esquire, Chartwell Law, 409 Broad Street, Suite 103, Sewickley, PA 15143, Telephone: (412) 741-0600; Facsimile: (412) 741-0606; Email: aklaber@chartwelllaw.com; and

Robert J. Murtaugh, Esquire, Chartwell Law, 970 Rittenhouse Road, Suite 300, Eagleville, PA 19403, Telephone: (610) 666-7700; Facsimile: (610) 666-7704; Email: rmurtaugh@chartwelllaw.com;

2. Whether the case is to be tried with or without a jury:

This case is to be tried without a jury.

3. Pretrial Statement:

Please see attached Pretrial Statement, as Exhibit "A."

4. Stipulated Facts:

None at this time.

5. Contested Issues of Fact:

- Whether Defendant knew or should have known that downloading and distribution of Plaintiff's works was unauthorized after March 31, 2017;

- Whether Defendant retrieved information using Plaintiff's online services after March 31, 2017;
- Whether Defendant provided third parties with information obtained through Plaintiff's online services after March 31, 2017; and
- Whether Defendant benefited from Plaintiff's online services by downloading and distributing information of Plaintiff's works to third parties.

6. Jurisdiction:

Jurisdiction is not disputed, and is governed by 28 U. S. C. A. §1332(a) and 28 U. S. C. A. §1391(a)(2).

7. Issues of Law:

Breach of Contract and associated damages.

8. The names and addresses of witnesses who shall testify at the trial, and the purpose of the testimony of each witness:

- Norman Gottschalk, Visionet Systems Inc., 1000 Cliff Mine Road, Suite 250, Pittsburgh, PA 15275, telephone: (346) 386-0642; Mr. Welge shall testify as to the facts and documents which support Plaintiff's claims.
- Ameen Ahmad, Visionet Systems, Inc., 100 Cliff Mine Road, Suite 250, Pittsburgh, PA 15275; telephone: (732) 632-7302; Mr. Ahmad shall testify as to the facts and documents which support Plaintiff's claims.
- Owner and/or Officers of Urban Settlement Services, LLC d/b/a Urban Lending Solutions, a Pennsylvania Limited Liability Company c/o Valuation Connect, LLC, ("Urban") 260 Airside Drive, Moon Township, PA 15108, telephone: (412) 325-7046; The Owner and/or Officers of Urban shall testify as to their knowledge and facts as to the documents and transactions made between the parties.
- Jane Locke, Urban Settlement Services, 1001 Liberty Avenue, Suite 1050, Pittsburgh, PA 15222. Ms. Locke Urban shall testify as to their knowledge and facts as to the documents and transactions made between the parties.
- Rick McCoy, Urban Settlement Services, 1001 Liberty Avenue, Suite 1050, Pittsburgh, PA 15222. Ms. Locke Urban shall testify as to their knowledge and facts as to the documents and transactions made between the parties.

9. A list of proposed exhibits, indicating which exhibits may be admitted without objection and a brief statement of the ground for any objection to others.

- Support and Maintenance Service Level Agreement ("SMSL Agreement");

- Software License and Service Provider Agreement (“SLSP Agreement”);
- Professional Services Statement of Work Agreement (“PSSW Agreement”);
- Various Invoices for services rendered;
- Project Services Time Tracking Sheets;
- Emails detailing any and all amendments or mutual agreements for submission and payment of invoices between the parties; and
- Open/pending transaction statements.

10. Damages Sought by Plaintiff:

Plaintiff seeks damages in the total amount of \$525,426.60 consisting of the balance due by Defendant in the amount of \$493,007.00, plus reasonable attorney’s fees in the amount of \$31,488.00, and costs of suit in the amount of \$931.60.

11. Pretrial Motions.

None expected at this time.

12. Length of Trial:

The parties believe that the trial shall not exceed two (2) trial days.

Respectfully submitted,

CHARTWELL LAW

Date: February 1, 2018

By: s:/Andrew B. Klaber
Andrew B. Klaber, Esquire (#59307)
Robert J. Murtaugh, Esquire (#57494)
409 Broad Street, Suite 103
Sewickley, PA 15143
Telephone: (412) 741-0600
Facsimile: (412) 741-0606
Counsel for Plaintiff

EXHIBIT “A” – PLAINTIFF’S PRETRIAL STATEMENT OF THE CASE

Plaintiff, Visionet Systems, Inc. (hereinafter the “Plaintiff”) is incorporated in the State of New Jersey, in the United States of America. Plaintiff is, was and still is a corporation duly authorized to conduct business of title reporting throughout the United States of America. Visionet created, maintains, and in exchange for license fee, provides subscribers with access to a variety of confidential online services providing information, photographs, databases and other valuable material based on a subscription-only service by entering into Service and Work Agreements. Plaintiff’s products are valuable, competitive and confidential. Plaintiff regularly registers and copyrights both the photographs and online databases that it creates. Plaintiff will enter into Confidential Agreements with its users which includes providing users with services and maintenance, which gets billed in monthly invoices.

Defendant, Urban Settlement Services, LLC d/b/a Urban Lending Solutions, a Pennsylvania limited liability company (“Defendant”) is, was, and still is a Pennsylvania limited liability company duly authorized to conduct business in the Commonwealth of Pennsylvania registered with the Pennsylvania Department of State as a foreign entity, with the origination of registration and domestication in the State of Colorado. Defendant is registered and domesticated in the State of Colorado, is in good standing, and has an address located at c/o Valuation Connect, LLC, and a registered agent at c/o Corporation Services Company. At all times relevant hereto, Defendant owns, operates and has registered multiple businesses in multiple States within the United States of America.

The Parties to this action have a business relationship, beginning approximately on February 1, 2012, as the Parties mutually entered into a Support and Maintenance Service Level Agreement (“SMSL Agreement”), a Software License and Service Provider Agreement (“SLSP

Agreement,” together with the SMSL Agreement the “Agreements”) and a Professional Services Statement of Work Agreement (“PSSW Agreement,” together with the SMSL Agreement and the SLSP Agreement, collectively the “Agreements”) wherein Plaintiff would provide Defendant with research, report writing, underwriting and title policy through the use of Plaintiff’s software and Defendant would make payment for such services on a monthly invoiced basis.

In or around May, 2016, the parties made a mutual agreement via telephone for the procedures for submission of invoices to Defendant in a grouped capacity for AtClose and VisiRecording in order to facilitate payment to Plaintiff. Plaintiff provided Defendant with copies of its invoices pursuant to the discussed agreement.

Plaintiff continually complied in accordance with the terms of all Agreements to provide Defendant with its resources, services, software programs and through March 31, 2017.

On or around March 31, 2017, Defendant defaulted on making payments to Plaintiff pursuant to the terms of the Agreements. There remains due and owing to Plaintiff the amount of \$493,007.00 pursuant to the Outstanding Invoices (“Outstanding Invoices”).

Defendant has not disputed any of the Outstanding Invoices or amounts due and owing to Plaintiff, nor has Defendant asked for a reduction in fees and services, nor has Defendant requested any amendments to either of the Agreements. Defendant has maintained that Plaintiff failed to provide adequate resources and services under the terms of the Agreements, yet offers no proof to Plaintiff of its claims. Defendant therefore breached the terms and conditions of the Agreements with Plaintiff and became in default thereof by reason of their failure to pay the Outstanding Invoices for work performed by Plaintiff.

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limited liability company	:	
	:	
Defendant.	:	
	:	
	:	

CERTIFICATION OF SERVICE

The undersigned, as Counsel for Plaintiff, Visionet Systems, Inc. (“Plaintiff”) hereby certifies that on the 1st day of February, 2018, a true and correct copy of Plaintiff’s Pretrial Statement, and all supporting documents, were uploaded to the United States District Court for the Western District of Pennsylvania, in the above-captioned docket, and served via United States regular mail, postage prepaid, and electronic mail, upon the following:

Martin C. Bryce, Jr., Esquire, Ballard Spahr, LLP
1735 Market Street, 51st Floor, Philadelphia, PA 19103-7599
Email: Bryce@ballardspahr.com

Dated: February 1, 2018

THE CHARTWELL LAW OFFICES, LLP

By: s:/Andrew B. Klaber
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